

**TAB 1**

## **APPENDIX A – NH 271 EXHIBITS**

### **EXHIBIT 33**

# SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

THE WASHINGTON HARBOUR  
3000 K STREET, NW, SUITE 300  
WASHINGTON, DC 20007-5116  
TELEPHONE (202) 424-7500  
FACSIMILE (202) 424-7647  
WWW.SWIDLAW.COM

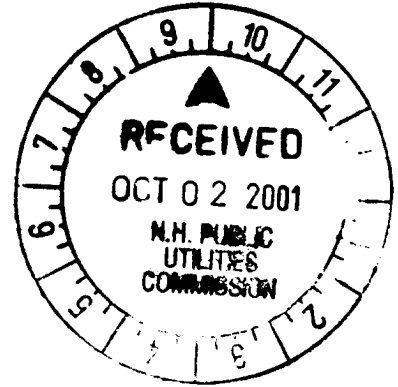
**STAMP AND RETURN**

NEW YORK OFFICE  
THE CHRYSLER BUILDING  
405 LEXINGTON AVENUE  
NEW YORK, NY 10174  
TEL. (212) 973-0111  
FAX (212) 891-9598

October 1, 2001

## **FEDERAL EXPRESS**

Thomas B. Getz  
Executive Director and Secretary  
New Hampshire Public Utilities Commission  
8 Old Suncook Road  
Concord, NH 03301



**Re: Verizon New Hampshire Section 271 Filing, Docket No. DT 01-151; CTC's Declaration**

Dear Mr. Getz:

Enclosed for filing in the above-referenced proceeding are an original and 8 copies of CTC Communication Corp.'s ("CTC's") Declaration. In addition, a diskette that contains an electronic copy of this filing in Word is enclosed. Please date-stamp the extra copy of this filing and return it in the attached self-addressed, postage pre-paid envelope provided. Should you have any questions, please do not hesitate to contact me at (202) 424-7877.

Sincerely,

A handwritten signature in cursive script that reads "Edward W. Kirsch".

Edward W. Kirsch  
Counsel for CTC Communications, Corp.

Enclosures

cc: DT 01-151 Service List (Electronically and U.S. Mail)

**STATE OF NEW HAMPSHIRE  
BEFORE THE  
PUBLIC UTILITIES COMMISSION**

<b>Verizon New England, Inc. d/b/a</b>	)	
<b>Verizon New Hampshire, Section 271 of</b>	)	<b>Docket No. DT 01-151</b>
<b>the Telecommunications Act of 1996</b>	)	
<b>Compliance Filing</b>	)	

**DECLARATION OF CTC COMMUNICATIONS CORP.**

**INTRODUCTION**

On or about July 31, 2001, Verizon New England, Inc. d/b/a Verizon New Hampshire ("Verizon") filed its Compliance Filing in the above referenced proceeding with the New Hampshire Public Utilities Commission ("Commission"). In its Compliance Filing, Verizon seeks a favorable recommendation from the Commission on its application to provide in-region interLATA services originating in New Hampshire pursuant to Section 271(d)(2)(B) of the Telecommunications Act of 1996.<sup>1</sup> Pursuant to the Commission's Guidelines for Section 271 Proceedings, dated August 15, 2001, and Procedural Schedule for Docket No. 01-151, CTC Communications Corp. ("CTC") hereby submits its Declaration regarding Verizon's Compliance Filing and its compliance with the market opening measures embodied in the fourteen point Competitive Checklist of the Act.<sup>2</sup>

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<sup>1</sup> Telecommunications Act of 1996, Pub. L. 104-104, 110 Stat. 153 (1996), at § 271(c)(2)(B) ("Act"); 47 U.S.C. § 271(d)(2)(B).

<sup>2</sup> 47 U.S.C. § 271(c)(2)(B)(i-xiv) ("Competitive Checklist").

## **THE DECLARANTS**

1. My name is Russell Oliver. My business address is 220 Bear Hill Road, Waltham, MA 02451. I am employed by CTC as Vice President – Network Engineering and Operations. My responsibilities include network design and engineering, capacity planning, deployment of CTC's state-of-the-art fiber-optic network, collocation, data center operations, and 24 by 7 engineering support.

2. My name is Michael H. Donnellan. My business address is 220 Bear Hill Road, Waltham, MA 02451. I have been employed by CTC since 1988 in a number of positions. I was named Vice President Operations for CTC in 1995. In that position my responsibilities include oversight of electronic OSS interfaces with Verizon, CTC customer care, provisioning, and carrier relations.

3. My name is Mark Handy. My business address is 360 Second Avenue, Waltham, MA 02451. I am employed by CTC as Revenue Assurance Manager. My responsibilities include validating vendor invoicing to CTC for accurate rates and charges as well as ensuring that CTC is recouping either revenue or credit, as appropriate, for all charges incurred.

4. My name is David Charbonneau. My business address is 335 Bear Hill Road, Waltham, MA 02451. I have been employed with CTC for approximately three years, and have held several positions at CTC. Presently, I am CTC's Associate Vice President of Deployment. In this capacity, I am responsible for overseeing the build out of CTC's fiber infrastructure and collocation arrangements.

## **COMPETITIVE CHECKLIST ITEM 1 - INTERCONNECTION**

5. Section 271(c)(2)(B)(i) of the Act requires that a Bell operating company, including Verizon, that seeks authority to provide in-region interLATA services, must provide

interconnection arrangements in accordance with the requirements of Sections 251(c)(2) and 251(c)(6).<sup>3</sup> More specifically, Competitive Checklist Item 1 requires Verizon to provide collocation “on rates, terms, and conditions that are just, reasonable, and nondiscriminatory, for physical collocation of equipment necessary for interconnection or access to unbundled network elements.”<sup>4</sup> Verizon maintains that its Checklist Declaration demonstrates that it “is in compliance with the requirements” of Competitive Checklist Item 1 through the “multiple collocation offerings” and collocation procedures that it makes available to CLECs in New Hampshire through its tariffs and interconnection agreements.<sup>5</sup>

6. More specifically, in its Checklist Declaration, Verizon boasts that it “has developed and implemented comprehensive methods and procedures to ensure that it provides CLECs with quality collocation arrangements.”<sup>6</sup> Verizon notes that these procedures “include coordination of Collocation Acceptance Meetings (“CAMs”) with CLECs at the time [Verizon] turns over collocation arrangements to them for installation of their equipment.”<sup>7</sup>

7. Contrary to Verizon’s assertions, Verizon’s actual collocation performance and procedures do not comply with the requirements of its tariffs, the Act, and Competitive Checklist Item 1. More specifically, as discussed in detail below, Verizon’s practices regarding a CLEC’s termination and turnover of collocation space arrangements and related billing do not comport with its tariffs, the Act and Competitive Checklist Item 1.

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<sup>3</sup> 47 U.S.C. § 271(c)(2)(B)(i) (“Competitive Checklist Item 1”).

<sup>4</sup> 47 U.S.C. § 251(c)(6); *Verizon New England, Inc., d/b/a New Hampshire, Section 271 of the Telecommunications Act of 1996 Compliance Filing*, Verizon’s Checklist Declaration, at ¶ 58 (July 31, 2001) (“Checklist Declaration”).

<sup>5</sup> Checklist Declaration, at ¶¶ 59, 63.

<sup>6</sup> Checklist Declaration, at ¶ 86.

<sup>7</sup> *Id.*

8. In November, 1999, CTC submitted approximately 126 collocation applications to Verizon for physical collocation space in six states, including Massachusetts, Maine, New York, New Hampshire, Vermont and New Hampshire. CTC ordered these collocation arrangements pursuant to Verizon's FCC Tariff No. 11 for expanded interconnection.<sup>8</sup>

9. In April, 2000, CTC initiated discussions with Verizon to terminate many of these collocation arrangements. On December 18, 2000, CTC and Verizon conducted a formal meeting at CTC's Offices at 220 Bear Hill Road, Waltham, MA regarding the termination of many of CTC's collocation arrangements. CTC and Verizon continue to discuss these matters through ongoing negotiations.

10. Despite CTC's good faith efforts to resolve the matter, not only has Verizon improperly continued to demand payment for non-recurring charges<sup>9</sup> related to the collocation arrangements that were never turned over to CTC, including the following New Hampshire collocation arrangement, 762 North Main Street, Laconia, N.H. 03246, but to date, Verizon has also assessed late fees in excess of \$4,200.00 on the disputed charges associated with this collocation arrangement alone.

11. Verizon continues to attempt to impose these non-recurring charges<sup>10</sup> notwithstanding its failure to follow the procedures set forth in Verizon's FCC Tariff No. 11 that

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<sup>8</sup> Verizon Telephone Companies, Tariff FCC No. 11, Access Service, § 28 ("Verizon FCC Tariff No. 11"). Verizon's FCC Tariff No. 11 is available on Verizon's website at: [http://www.bell-atl.com/tariffs\\_info/fcc/index.htm](http://www.bell-atl.com/tariffs_info/fcc/index.htm)

<sup>9</sup> These charges include, but are not limited to, fifty percent of the non-recurring Expanded Interconnection Space and Facility charge.

<sup>10</sup> CTC had paid 50% of the Space and Facility non-recurring charges for these terminated collocation arrangement by the time that CTC reviewed Verizon's proposal for design and construction work. CTC's concerns relate to the remaining 50% of the Space and Facility non-recurring charges for the terminated collocation arrangement.

trigger a CLEC's liability for such charges. Specifically, Verizon failed to follow its own procedures in Section 28.3.1 of the tariff, which provide that:

The balance of the Space and Facility nonrecurring charges will be billed to the customer at the time [Verizon] *grants occupancy* of or 30 days from the date [that Verizon] *provides access* to the multiplexing node, cable space and/or conduit to the customer as specified in Section 28.2.3(A).

Verizon FCC Tariff No. 11, Section 28.3.1 (emphasis added). Verizon has billed CTC for the balance, or fifty (50%) percent, of the Space and Facility non-recurring charges for the terminated collocation spaces notwithstanding the fact that Verizon never granted CTC "occupancy" and never "provided access" to the space as required by the tariff. In fact, Verizon continues to deny CTC "access" to the collocation arrangements. Indeed, Verizon's only contemporaneous correspondence regarding the issue is a form letter merely stating that "the following collocation job is scheduled to be completed shortly."<sup>11</sup> Because this form letter does not provide CTC "occupancy" or "access" to its collocation arrangements under the tariff, it does not trigger any obligation for CTC to pay the remaining 50% of the non-recurring charges (approximately \$34,324.50 for the Laconia collocation arrangement). Nor was any obligation for CTC to pay the remaining 50% of the non-recurring charges triggered by any other action on Verizon's part.

12. Further, Verizon has also refused to provide CTC with access to these terminated collocation sites in order for CTC to ascertain whether Verizon has completed any or all of the construction effort required prior to any acceptance of the collocation arrangements by CTC. Verizon has in fact indicated that some of the collocation sites had actually been restored to their original condition. Verizon has also refused to permit an inspection by CTC, and has refused to

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<sup>11</sup> See, e.g., Attachment CTC-01, Letter from Patti Murray of Bell Atlantic Wholesale Network Services to Richard C. Riley of CTC, at 1 (May 5, 2000).



provide any form of supporting documentation such as work orders as evidence that the requisite cage design, engineering, and construction effort was ever completed, that any costs were incurred, or that subsequently work had been done to restore the collocation space to its original condition.

13. Additionally, at the December 18, 2001 formal meeting, Verizon agreed that, effective December 18, 2000, Verizon would cease billing CTC for the monthly recurring charges for approximately seventy five (75) terminated collocation arrangements located in five states, including the collocation arrangement in New Hampshire located at 762 North Main Street, Laconia, N.H. 03246, CLLI LACNNHNM.<sup>12</sup> The monthly recurring charge sought by Verizon for the New Hampshire collocation arrangement is \$2,050.00 per month. Notwithstanding its agreement to cease billing the monthly termination charges, Verizon continued to bill CTC for these charges after December 18, 2001 for collocation arrangements in New Hampshire and five other states. At present, Verizon improperly seeks to impose these monthly recurring charges through January 17, 2001.<sup>13</sup>

**COMPETITIVE CHECKLIST ITEM 2 (NON-DISCRIMINATION) AND ITEM 4  
(LOCAL LOOPS) AND ITEM 5 (LOCAL TRANSPORT)**

14. Section 271(c)(2)(B)(ii) of the Act requires an RBOC seeking in-region interLATA authority to offer “nondiscriminatory access to network elements in accordance with the requirements of sections 251(c)(3) and 252(d)(1).”<sup>14</sup> Section 251(c)(3), in turn, requires incumbent LECs “to provide, to any requesting telecommunications carrier for the provision of a

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<sup>12</sup> Attachment CTC-02, May 2, 2001 Letter from Michael Donnellan of CTC to Mary McNabb of Verizon.

<sup>13</sup> Verizon had previously sought to improperly impose these monthly recurring charges from December 18, 2000 to July, 2001. Apparently, Verizon modified its position on September 5, 2001, and now seeks to impose these improper charges from December 18, 2000 to January 17, 2001.

<sup>14</sup> 47 U.S.C. § 271(c)(2)(B)(ii) (“Checklist Item II”).

telecommunications service, nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms, and conditions that are just, reasonable, and nondiscriminatory.”<sup>15</sup>

15. Verizon’s claim that it provides access to network elements on an unbundled basis in New Hampshire “on rates, terms, and conditions that are just, reasonable, and nondiscriminatory” is patently false with respect to unbundled dark fiber. The Commission has ordered Verizon to provide unbundled dark fiber “to any requesting telecommunications carrier” in accordance with the terms and conditions set forth by the Commission in Order No. 22,942.<sup>16</sup> The Commission obviously views the terms mandated by its Dark Fiber Order as “just” and “reasonable” terms for the provisioning of unbundled dark fiber in conformance with Section 251(c)(3) of the Act. Contrary to the Commission’s order, Verizon has refused, as a practical matter, to make unbundled dark fiber available to CLECs on terms that conform to the Dark Fiber Order. Specifically, during a telephone conference on September 26, 2001, Verizon informed CTC that as a matter of general policy, absent arbitration, Verizon will not enter into an interconnection agreement with CTC or any other CLEC that provides terms and conditions for unbundled dark fiber that conform to the Commission’s Dark Fiber Order. Verizon also confirmed that the terms and conditions mandated by the Commission’s Dark Fiber Order are not available to CLECs by tariff.

16. In fact, Verizon, as a matter of general policy, will not make unbundled dark fiber available to CLECs on terms that conform to the Commission’s Dark Fiber Order unless a CLEC agrees to adopt Verizon’s entire SGAT, on a take it or leave it basis, as its entire interconnection

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<sup>15</sup> 47 U.S.C. § 251(c)(3).

<sup>16</sup> *Order Finding Dark Fiber Subject to the Unbundling Requirement of Section 251 of the Telecommunications Act of 1996*, Order No. 22,942, DE 97-229, at 9 (May 19, 1998) (“Dark Fiber Order”).

agreement.<sup>17</sup> In other words, in order to obtain unbundled dark fiber on the terms mandated by this Commission, Verizon requires a CLEC to give up both its statutory right to negotiate other sections of its agreement pursuant to Section 252(a) of the Act, and its statutory right to pick-and-choose terms from other interconnection agreements pursuant to Section 252(i) of the Act. In addition to access to unbundled dark fiber, CTC has other substantial competing interconnection issues and other contractual concerns that are typically resolved during interconnection negotiations or through the exercise of Section 252(i) rights. Thus, as a practical matter, Verizon's policies regarding dark fiber terms and conditions force CLECs to make a Hobson's choice between foregoing other interconnection priorities or foregoing access to unbundled dark fiber on the terms mandated by the Commission. Verizon's policies violate the Commission's Dark Fiber Order on its face and the Act.

17 As a result of Verizon's policies, many terms mandated by the Commission's Dark Fiber Order are not available as a practical matter to CTC and other CLECs. For example, the Dark Fiber Order requires Verizon to perform splicing upon a CLEC's request "at existing termination points" on a time and materials basis.<sup>18</sup> However, Verizon will not provide contract language that commits Verizon to perform such splicing in an interconnection agreement or in a tariff. The Dark Fiber Order also requires that Verizon provide a written reply to a CLEC within thirty (30) days when it denies a CLEC request for unbundled dark fiber that includes specific reasons why the request cannot be granted includes the following information:

total number of fiber sheath and strands between points on the requested routes, number of strands currently in use and the transmission speed on each strand (e.g. OC-3, OC-48), the number of strands in use by other carriers, the number of strands reserved for Bell Atlantic's use, the number of strands lit in each of the

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<sup>17</sup> The Section of the SGAT that implements the Commission's Dark Fiber Order are attached as CTC-03.  
<sup>18</sup> Dark Fiber Order, at 8.

three preceding years, the estimated completion date of any construction jobs planned for the next two years or currently underway, and an offer of any alternate route with available dark fiber. In addition, for fibers currently in use, Bell Atlantic shall specify if the fiber is being used to provide non-revenue producing services such as emergency service restoration, maintenance and/or repair.

Dark Fiber Order, at 8. Notwithstanding the Commission's explicit direction in the Dark Fiber Order, Verizon will not obligate itself to provide this written reply within the required timeframe either in an interconnection agreement or in a tariff. In sum, Verizon's on-going refusal to include terms and conditions that conform to the Commission's Dark Fiber Order in an interconnection agreement violates, *inter alia*, violates Sections 251(a) and 252(i) of the Act.

#### **OPERATIONS SUPPORT SYSTEMS ("OSS")**

18. In its OSS Declaration, Verizon also asserts that it provides accurate wholesale bills to CLECs.<sup>19</sup> Contrary to Verizon's assertion, CTC has experienced chronic problems with the accuracy of wholesale bills provided by Verizon. For example, CTC has been charged the month to month rate for T1 and T3 access circuits order from Verizon, despite the fact that these circuits were ordered at a lower rate under a sixty or eighty-four month term. Months after CTC brought these errors to Verizon's attention, Verizon has yet to correct this billing problem and has not provided a full credit for the overcharges. Additionally, Verizon has informed CTC that it intends to back bill CTC in New York, New Hampshire and other states for monthly recurring charges for voice grade loop terminations associated with collocation arrangements ordered under FCC tariff No. 11, even though this tariff does not contain any such charges.

19. Verizon's procedures and systems for responding to claims submitted by CLECs for credits due to inaccurate billing on its wholesale bills are also deficient. Verizon boasts that it will process CLEC claims within thirty (30) days; however, it has been CTC's experience that

CLEC claims often take a minimum of sixty (60) days to resolve and often take four to five months. In addition, while typically, CTC has remitted payment on charges prior to submitting a claim that the charge was inaccurate, Verizon has been erratic in its payments of interest due to CTC on claims resolved in favor of CTC. Most egregiously, Verizon has insisted that CLECs submit a Local Service Request ("LSR") to Verizon's provisioning organization before Verizon will attempt to resolve certain bill credit issues associated with inaccurate Verizon Customer Service Records.<sup>20</sup> This practice needlessly delays the resolution process and needlessly imposes internal costs upon CLECs. It may also result in the CLEC incurring a service charge for processing of the LSR.

20. This completes CTC's Declaration.

Counsel for CTC Communications Corp.

By: Edward W. Kirsch  
Eric J. Branfman  
Edward W. Kirsch

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and

Pamela L. Hintz  
CTC Communications, Corp.  
Director of Regulatory and Tariff Compliance  
360 Second Avenue

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<sup>19</sup> OSS Declaration, at ¶ 113-114.


<sup>20</sup> Several months ago, Verizon's Lenard G. Canalini agreed to change the bill credit resolution process so that CTC would not be required to submit an LSR; however, this change has not been implemented to date.

Waltham, MA 02451  
(781) 466-1242 (Tel.)  
(781) 466-1306 (Fax)  
[hintzp@ctcnet.com](mailto:hintzp@ctcnet.com)

October 1, 2001


I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and accurate.

Executed on October 1, 2001.

A handwritten signature in black ink, appearing to be "Mel H. [unclear]", written over a horizontal line.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and accurate.

Executed on October 1, 2001.

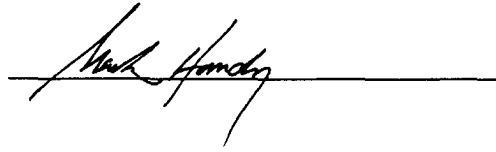


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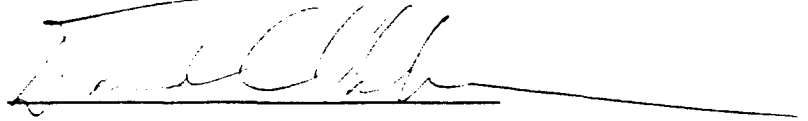
I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and accurate.

Executed on October 1, 2001.

A handwritten signature in cursive script, appearing to read "Mark H. Honder", is written over a horizontal line.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and accurate.

Executed on October 1, 2001.

A handwritten signature in black ink, appearing to be "J. Michael Smith", written over a horizontal line.

**ATTACHMENT**

**CTC-01**



Bell Atlantic  
Wholesale Network Services  
125 High Street, Rm. 1134  
Boston, MA 02110

Pamela A. Cunningham  
Collocation Manager  
(617) 743-8985

May 5, 2000

Richard Riley  
CTC Communications Corp.  
220 Bear Hill Rd.  
Waltham, MA 02451

**VIA E-MAIL**

Dear Richard:

This letter is to inform you that your scheduled collocation at the following location will be completed shortly.

<b>Control No.</b>	<b>Application ID</b>	<b>Central Office</b>	<b>CLLI code</b>	<b>State</b>
P9911-0661	41033	Dover	DOVRNHTTHAI	NH

A letter was previously sent on April 27 stating the Connecting Facilities Assignment (CFA) would be provided shortly. Attached below is your CFA information.

If you have any other questions regarding this notification, please contact your Project Manager, James Hunter at 301-982-6555.

Sincerely,

Pamela A. Cunningham/srv  
Collocation Manager

cc: J. Sideris  
J. Hunter



CENTRAL OFFICE CLLI : DOVRNHTTHAI    SBU: New Hampshire  
COLLOCATOR CLLI: CTC

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DSO C.O. Main Frame Location: BASEMENT

Vertical Position:

Horizontal Position: H53-H59, J53-J55

Collocator Frame: 02.POT.18

Panel Number: A-H

Jack Number: 1-2000

Cable Designation: DV08H

Cable Count From: 1                      To: 2000

DS1 C.O. Relay Rack Location: N/A

Panel Number:

Jack Number:

Collocator Frame:

Panel Number:

Jack Number:

Cable Designation:

Cable Count From:                      To:

DS3 C.O. Frame Location N/A

Panel Number:

Jack Number:

Collocator Frame:

Panel Number:

Jack Number:

Cable Designation:

Cable Count From:                      To:

Fiber Frame Location: 203.25

Panel Number: 2

Jack Number: 1-36

Collocator Frame: 02.POT.17

Panel Number: 1

Jack Number: 1-36

Cable Designation: HAILO

Cable Count From: 1                      To: 36

C.O.Engineer    OSP Engineer

Originator: SANDRA NORTON    Originator:

Address:

Tel. #: 6036452463                      Tel. #:

Est/Proj.#: 180609    Control #:

Serial #:    Acct. #:    SBU: New Hampshire

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FEEDER INFORMATION (F1)

Wire Ctr: DOVER,NH    Area Code-NPA: 603    Floor: 2

Cable #: DV08H    Gauge of Cable: 26    Cbl.Length in Feet: 250  
(MDF to Cage)

MDF TYPE: CONV    Lo Pr: 1    Hi Pr: 2000

Office Base #: T-2162



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NOTE: Cable type is always metal; BZ, CO LT & RT LT not required

NEW CABLE: Yes ADD PAIRS: Yes DELETE CABLE: DELETE PAIRS:  
REMARKS:

# **ATTACHMENT**

**CTC-02**

May 2, 2001

Ms. Mary McNabb  
Account Manager  
Verizon  
125 High Street – Room 658  
Boston, MA 02110

Dear Mary,

Enclosed please find the final spreadsheet of the collocations sites in New England and New York detailing those we wish to continue to occupy and those we wish to return.

Of the original 121 sites, we will be returning 75 locations and keeping 46. In addition we are working with the collocation group for an additional 10 –12 sites in the mid-Atlantic region.

As per our conversation with you, Georgene and James Hunter in March, we expect the billing on the returned sites to end as of 12/08/00.

Please forward this information to James Hunter or anyone else appropriate and feel free to call me at 781-466-1366 for clarification if necessary.

Sincerely,

Michael Donnellan  
Vice President



**ATTACHMENT**

**CTC-03**

## 5.16 Dark Fiber

### 5.16.1 Description

- A. Dark fiber provides a TC with a continuous fiber optic strand within an existing, in-place Telephone Company fiber optic cable sheath solely for use in the provision of telecommunications services.
  - 1. A strand is not considered continuous if splicing is required to provide fiber continuity between locations. If a fiber strand can be made continuous by joining fibers at existing splice points within the same sheath, including currently jointed lateral sheaths within the same splice closure, the Telephone Company will perform such splicing at the TC's request on a time and materials basis.
  - 2. A minimum quantity of two fiber strands is required.
- B. Dark fiber is only available where in-place, spare facilities exist. The Telephone Company will not construct new or additional facilities and will not introduce additional splice points to accommodate dark fiber requests.
- C. The Telephone Company will provide access to the following types of Dark Fiber, where available, between the following locations:
  - 1. TC collocation arrangements at existing hard termination points
  - 2. TC collocation arrangements and the TC's CO/POP
  - 3. the TCs collocation arrangement and end user's premises
  - 4. TC collocation arrangement and outside plant remote terminal locations.
- D. Dark fiber is provided subject to the availability of facilities on a first-come, first-served basis. Reservations for dark fiber are not accepted.
- E. In order to maintain the integrity and reliability of the VZ-NH network, VZ-NH will reserve a reasonable quantity of fibers in any cable, depending upon the total number of fibers in the cable, to be designated as maintenance spares in order to effect emergency repairs or network rearrangements, but only as demonstrably necessary to meet its individual short-term service needs. These maintenance spares will not be available for lease as Unbundled Dark Fiber.
- F. If the TC requests Unbundled Dark Fiber pairs that VZ-NH has allocated for another customer (e.g., they have been installed or allocated to serve a particular customer in the near future), or for growth or survivability in a particular part of its network as demonstrably necessary to meet its individual short-term service needs, VZ-NH shall not be required to lease such dark fiber pairs as Unbundled Dark Fiber.

5.16 Dark Fiber (Cont'd)

5.16.1 Description (Cont'd)

- G. Unbundled dark fiber may be accessed at existing hard termination points (e.g., fiber distribution frames, industry standard mechanical fiber connectors).
- H. The Telephone Company's Telecom Industry Services Operations Center (TISOC) will be the single point of contact for all unbundled dark fiber requests.

5.16.2 Cable Records Review

- A. Prior to ordering dark fiber, a TC must submit a written inquiry to the Telephone Company to conduct a review of its existing cable records to determine whether spare dark fiber is available.
- B. Written inquiries regarding dark fiber availability must designate the two locations between which dark fiber is desired and the quantity of fiber pairs requested. Each inquiry must specify two locations only. Additional locations will require additional requests.
- C. The Telephone Company will respond within thirty (30) days from receipt of the TC's request, indicating whether Unbundled Dark Fiber may be available based on the records search.. For voluminous requests or large, complex projects, VZ-NH reserves the right to negotiate a different interval.
- D. If Unbundled Dark Fiber is available, the Telephone Company will notify the TC and provide the estimated mileage and number of intermediate offices, if applicable. The Telephone Company will also provide an estimate of the applicable rates and charges when the records indicate spare dark fiber may be available. The Telephone Company makes no guarantee as to the length of time the fiber will remain spare.
- E. If access to Unbundled Dark Fiber is not available, VZ-NH will notify the requesting TC in writing within thirty (30) days from receipt of the TC's request. VZ-NH will include the following in its written response to the TC, to comply with the NH Order: the specific reason the request cannot be granted, the total number of fiber sheaths and strands between points on the requested routes, the number of strands currently in use and the transmission speed on each strand (e.g. OC-3), the number of strands in use by other carriers, the number of strands reserved for VZ-NH's use, the number of strands lit in each of the three preceding years, the estimated completion date of any construction jobs planned for the next two years or currently underway, and an offer of any alternate route with available dark fiber. In addition, for fibers currently in use, VZ-NH shall specify if the fiber is being used to provide

### 5.16.2 Cable Records Review

#### E. (Cont'd)

non-revenue producing services such as emergency service restoration, maintenance, and/or repair. The TC will be billed a non-recurring charge for cable documentation per request to reimburse VZ-NH for the costs incurred in providing the TC with the documentation described in this provision.

### 5.16.3 Fiber Layout Map

- A. At the option of the TC, the TC may request a fiber layout map for a wire center for preliminary design purposes only. The map will show the routes within the wire center where there are existing Telephone Company fiber cable sheaths.
1. Fiber layout maps are based upon the Telephone Company's existing records and are provided subject to a proprietary agreement. Said agreement shall limit disclosure to personnel of the TC that have a need for fiber layout information solely for the purpose of designating the TC network.
  2. A TC's written request for a fiber layout map for a wire center shall be sent to the service delivery engineer in the TISOC. The Telephone Company will charge the TC requesting the map on a time and materials basis for all work performed by the Telephone Company in connection with creating the map. Before undertaking any work to create the map, the Telephone Company will provide the TC with a written estimate of the time and cost associated with creating the map. The Telephone Company will proceed with the work to create the map only upon receipt of the TC's written authorization and full payment of the estimated charges. Upon completion of the work to create a map, the Telephone Company will provide the TC with a final statement of the total costs incurred to perform the work and either issue a bill or provide a credit for the difference between the estimated and actual costs.
  3. If another TC submits a written request for a fiber layout map for the same wire center, the Telephone Company will provide the map to the other TC subject to the same non-disclosure agreement. The Telephone Company will charge the TC requesting the map on a time and materials basis for all work performed by the Telephone Company to reproduce and update the map. Before undertaking any work to reproduce and update the map, the Telephone Company will provide the TC with a written estimate of the time and cost associated with providing the map. The Telephone Company will proceed with the work to reproduce and update the map only upon receipt of the TC's written authorization and full payment.

#### 5.16.4 Field Survey

At the option of the TC, the TC may request a field survey in order to verify the availability of dark fiber pairs and that such pairs are not defective or have not been used by Telephone Company personnel for prior emergency restoration activity. Fiber pairs will be tested by placing a light source on the individual fibers and measuring the end-to-end loss utilizing industry standard fiber optic test equipment. Results will be documented and provided to the TC. Unless and until an order is placed, the fiber identified in a field survey remains available to satisfy other requests.

#### 5.16.5 Testing

In cases where a field survey is declined, the TC may request initial or subsequent testing of dark fiber to determine actual transmission requirements will be performed at the TC's request on a time-and-materials basis. If the TC subsequently determines the unbundled dark fiber provided by the Telephone Company is not suitable, the TC must submit a request to disconnect the unbundled dark fiber.

#### 5.16.6 Telephone Company Obligations

- A. The Telephone Company does not guarantee or make any warranty with respect to the accuracy or completeness of its cable records.
- B. All required provisioning work will be performed by VZ-NH personnel, using current VZ-NH approved methods.
- C. Dark fiber, where available, conformed to those Telephone Company standard transmission characteristics in place at the time the fiber was installed. The Telephone Company will not re-terminate or re-splice fibers in order to improve transmission characteristics.
  - D. The Telephone Company does not guarantee the transmission characteristics of dark fiber will remain constant over time.
  - E. Where dark fiber terminates at a non-Verizon serving wire center, the Telephone Company will place fiber jumpers between its fiber distribution panel and the TC's demarcation point.
- F. Where dark fiber terminates at a collocation arrangement, the Telephone Company will place a fiber jumper connecting the pair on the Telephone Company's fiber distribution frame to the TC's fiber cross connects (fiber ties) on the POT bay.

5.16. Dark Fiber (Cont'd)

5.16.6 Telephone Company Obligations (Cont'd)

- G. The Telephone Company will provide intermediate cross-connections between fiber distribution frames in intermediate wire center(s).
- H. The Telephone Company reserves the right to petition for relief from its obligation to provide dark fiber if it believes that a TC request would strand an unreasonable amount of fiber capacity or would result in service disruption or degradation of service to other customers.
- I. In the event the Telephone Company must perform emergency cable restoration to its own facilities, all efforts will be made to restore the TC's leased unbundled dark fiber pairs in the same manner as other fibers in the same cable sheath using Telephone Company standard restoration procedures.

5.16.7 TC Obligations

- A. The TC assumes all risks of ordering dark fiber based solely on the Telephone Company's cable records review including, cancellation charges if it is subsequently determined that dark fiber is not available.
- B. The TC is responsible for determining whether the transmission characteristics of the dark fiber provided by the Telephone Company will accommodate its requirement.
  - C. The TC is responsible for obtaining all rights of way, conduit, duct and pole space required for any TC-provided cable.
  - D. The TC is responsible for obtaining any governmental or private property permit, easement or other authorization or approval required for access to dark fiber.
  - E. Establishment of applicable fiber optic transmission equipment or intermediate repeaters needed to power unbundled dark fiber in order to transmit information is the responsibility of the TC.
- F. The TC assumes all risks associated with the unforeseen introduction of future splices on dark fiber.

5.16. Dark Fiber (Cont'd)

5.16.7 TC Obligations (Cont'd)

- G. The TC is responsible for establishing a fiber patch panel in the buildings main telco room or at a location determined by the Telephone Company which will serve as the demarcation point when dark fiber terminates in a location other than a Telephone Company wire center.
- H. If the TC's collocation arrangement was not established with fiber cross connects , the TC is responsible for augmenting its collocation arrangement with the proper cross connects before it submits an order for unbundled dark fiber.
- I. The TC accepts the environmental risks inherent in outside plant construction.
- J. Upon notification by the Telephone Company, the TC must also agree to cooperate with the Telephone Company for normal cable maintenance activity (e.g., cable rearrangements, etc.).

5.16.8 Billing of Rates and Charges

The Telephone Company will commence billing applicable NRCs and monthly rates for unbundled dark fiber upon completion of the service order on the requested due date.

For purposes of mileage calculations, the mileage measurement to be used to calculate the per mile monthly rate for Unbundled Dark Fiber (Section 5.16.3(B)(2)) is calculated on the airline distance between the two locations. To determine the mileage charges to be billed, first compute the mileage using the V&H coordinates method, as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF, F.C.C. No. 4. If the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate per mile rate. The amount to be billed shall be the product of this calculation.

In cases where interconnection at a remote terminal renders other portions of the fiber unusable or stranded, a recurring charge will apply per fiber pair, per mile, based on airline mileage utilizing the V&H coordinate method.

5.16.9 Request for Service Date Change

- A. The TC may submit to the TISOC a written supplement to the original ASR requesting a change of service date for the unbundled dark fiber request, but the new service date may not exceed the original service date by more than thirty calendar days. The TC will be billed a service date change charge (NRC) to delay the start of service.

## 5.16 Dark Fiber (Cont'd)

5.16.9 Request for Service Date Change (Cont'd)

1. If the TC's requested service date is more than thirty calendar days after the original service date, or if the TC is unable to accept the unbundled dark fiber within thirty calendar days of the original service date, the TC's order for unbundled dark fiber will be cancelled by the TISOC representative on the thirty-first day and cancellation charges will apply. In addition, the pairs requested will not be reserved for the TC and will be returned to available inventory.

5.16.10 Application of Rates and ChargesA. Monthly Rates

- (1) The Dark Fiber Mileage rate applies on a per mile basis, per fiber pair as set forth in Section 5.16.4(A) following.
- (2) The Serving Wire Center rate applies, per fiber pair, for each end originating or terminating at a Telephone Company office as set forth in Section 5.16.11(A) following.
- (3) The Fixed Cost Per Customer Premises Charge applies, per fiber pair, for each end originating or terminating at a non-Telephone Company office as set forth in Section 5.16.11(A).
- (4) The Fixed Cost per Intermediate Central Office applies, per fiber pair, for each intermediate central office in which the fiber pair is routed as set forth in Section 5.16.11(A).
- (5) The Fixed Cost per Remote Terminal applies, per fiber pair, for each end terminating or originating at a remote terminal as set forth in
- (6) The Fixed Cost per TC CO/POP applies, per fiber pair, for each end terminating or originating at a TC CO/POP as set forth in Section 5.16.11(A).
- (7) The Unusable Dark fiber per Mile Charge applies on a per mile basis, per fiber pair as set forth in Section

B. Nonrecurring Charges

- (1) A Service Order charge applies, per service order, as set forth in Section 5.16.11(B) following.
- (2) A Records Review charge applies, per pair, as set forth in Section 5.16.11(B) following.



5.16.10 Application of Rates and Charges (Cont'd)

- (3) A CO Wiring Charge applies, per service order, as set forth in Section 5.16.11(B) following.
- (4) A Provisioning charge applies, per service order as set forth in Section 5.16.11(B) following.
- (5) A Field Installation Charge applies, per service order as set forth in Section 5.16.11(B) following.
- (6) An Intermediate Office Charge applies, per intermediate office, per fiber pair as set forth in Section 5.16.11(B) following.

C. Other Charges, Time and Materials

- (1) Where applicable, time and material charges to produce the Fiber Layout Map will apply as set forth in Section 5.16.11(C) following.
- (2) Where applicable, time and material charges to conduct the Field Survey will apply as set forth in Section 5.16.11(C) following.
- (3) Where applicable, time and material charges to perform Splicing work will apply as set forth in Section 5.16.11(C) following
- (4) Where applicable, time and material charges to conduct Testing will apply as set forth in Section 5.16.11(C) following

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5.16.11 Rates and Charges

A Monthly Charges

Monthly Rates

Dark Fiber Per Mile Cost	\$69.98
Fixed Cost Per Serving Wire Center	\$4.44
Fixed Cost per Customer Premises	\$6.06
Fixed Cost Per Intermediate Central Office	\$8.10
Fixed Cost Per Remote Terminal	\$10.37
Fixed Cost Per CLEC CO/POP	\$6.38
Unusable Dark fiber Per Mile Cost	\$34.55

B. Nonrecurring Charges

	<u>Nonrecurring Charges</u>	<u>Expedited Nonrecurring Charges</u>
(1) <u>Dark Fiber</u>		
Service Order		
-per fiber pair	\$61.39	\$90.39
C.O. Wiring	\$48.96	\$63.47
Provisioning	\$285.05	\$386.42
Field Installation	\$142.99	\$193.22
(2) Records Review		
-per fiber pair	\$1,197.39	
(3) Intermediate Office		
- per intermediate office, per fiber pair	\$48.96	\$63.47

C. Other Charges, Time and Materials

	<u>Normal</u>	<u>Expedite</u>
(1) Fiber Layout Map (per hour or fraction thereof)		
Service Delivery Engineer		
Network Transport Engineering –Planning	\$50.03	\$67.37
Network Transport Engineering –Design	\$50.03	\$67.37
(2) Field Survey (per hour or fraction thereof)		
Service Delivery Engineer		
Network Transport Engineering –Planning	\$50.03	\$67.37
Network Transport Engineering –Design	\$50.03	\$67.37
Outside Plant Operations (splicer)	\$45.21	\$58.20
Central Office Frame (COF)	\$42.95	\$59.68

08/04/00

		<u>Normal</u>	<u>Expedite</u>
5.16.11 <u>Rates and Charges</u> (Cont'd)			
(3)	Splicing (per hour or fraction thereof)		
	Outside Plant Operations (splicer)	\$45.21	\$58.20
	Central Office Frame (COF)	\$42.95	\$59.68
(4)	Testing (per hour or fraction thereof)		
	Outside Plant Operations (splicer)	\$45.21	\$58.20
	Central Office Frame (COF)	\$42.95	\$59.68

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**STATE OF NEW HAMPSHIRE  
BEFORE THE  
PUBLIC UTILITIES COMMISSION**

**D.T.E. No. 01-151**

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served the foregoing Declaration of CTC Communications, Corp. electronically and via U.S. mail upon all parties of record in this proceeding.

Dated this 1st day of October, 2001.

A handwritten signature in black ink, appearing to read "Edward W. Kirsch", is written over a horizontal line.

Edward W. Kirsch

**STATE OF NEW HAMPSHIRE  
BEFORE THE  
PUBLIC UTILITIES COMMISSION**

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**Verizon-NH  
271 Application**

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**Docket No. DT 01-151**

**SERVICE LIST**

Updated September 10, 2001

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